

**CITY OF BIRMINGHAM-PURCHASING DIVISION
P-100 CITY HALL
710 NORTH 20TH STREET
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**MELINDA A CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**AUGUST 13, 2021
ITB# 22-16**

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	22-16 (A complete copy can be downloaded at www.birminghamal.gov)
SEPARATE SEALED BIDS FOR:	DEMOLITION OF SPECIAL EXCEPTION STRUCTURES I
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Melinda A Cunningham, Senior Buyer Purchasing Division 710 North 20 th Street, P-100 City Hall Birmingham, AL 35203-2227

*****IMPORTANT SOLICITATION DATES*****

BID DUE DATE: AUGUST 31, 2021 by 5:00 PM (Central Standard Time)	BID OPENING DATE: SEPTEMBER 1, 2021 at 10:00 AM (Central Standard Time)
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Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to link titled Employment & Bidding, then click on Bidding Opportunities), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265 and requesting a copy be mailed to you.

BID OPENING WILL BE HELD AT:
Purchasing Division
P-100 City Hall
710 North 20th Street
Birmingham, AL 35203-2227

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions **must** be e-mailed to Melinda A Cunningham at melinda.cunningham@birminghamal.gov.


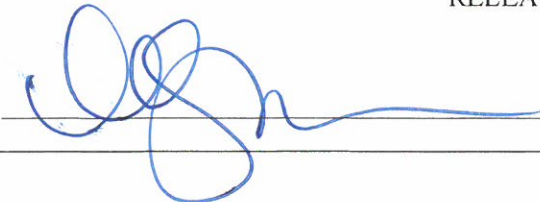
Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. **Any submission modification(s) submitted after the “Bid Opening Due Date” may not be considered.**

The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of the City of Birmingham regardless of the bidder selected. Response to this solicitation does not constitute an agreement between the Bidder and the City of Birmingham.

The City of Birmingham is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Birmingham or any other means of delivery employed by the bidder. Similarly, the City of Birmingham is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.

RELEASED BY:



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Sealed bids marked “**DEMOLITION OF SPECIAL EXCEPTION STRUCTURES I**”, will be received by the Purchasing Agent, P-100 First Floor City Hall, 710 North 20th Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **TUESDAY, AUGUST 31, 2021**. **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 10:00 a.m. on WEDNESDAY, SEPTEMBER 1, 2021.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. Late bids/proposals will be retained in the bid/proposal file, unopened.

All bids are to be submitted on the bid form provided and delivered to the City of Birmingham, 710 North 20th Street; Purchasing Department, Room P-100, Birmingham AL 35203.

The City has resumed having public bid openings and if you plan to attend in person, we ask that you wear a mask. You may also participate virtually via WebEx. Login information can be found on the City's website at www.birminghamal.gov (click on the link titled **Work** then click on **Bidding Opportunities**).

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK

A certified check, cashier's check, money order or acceptable bid bond in the name of the bidder made payable to the City of Birmingham in the amount of \$5,000.00 must accompany the bid. No cash or personal/company checks will be considered acceptable. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

The successful bidder will be required to furnish a \$50,000.00 Performance Bond and a Statutory Labor and Material Payment Bond in the amount of \$50,000.00 on a surety company approved and duly authorized to do business in the State of Alabama.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Bidder to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

All bids are to be submitted on the bid form provided and all bids are to be f.o.b. Birmingham, Alabama delivered. The City reserves the right to reject any or all bids submitted, in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked **ITB# 22-16 “DEMOLITION OF SPECIAL EXCEPTION STRUCTURES I, 5:00 P.M., AUGUST 31, 2021.”** Bids may be **hand delivered** to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or **mailed** to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) **must** specify delivery to Room P-100, 1st Floor-City Hall.

**B.N.
08/20/2021**


Edward Williams, Assistant Purchasing Agent

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INVITATION TO BID

The City of Birmingham is seeking bids for demolition of special exception structures. The City intends, for the next twelve (12) months, to award all DEMOLITION OF SPECIAL EXCEPTION STRUCTURES I, inclusive of all structural types: wood frame, brick, masonry, etc., that are normally considered common occurrences in the City of Birmingham. Nothing in this document shall prevent or preclude the City from utilizing its own equipment and personnel to perform demolition related services as may be determined to be in the best interest of the City. Size of each structure will be defined as the total square footage of all floor levels of the structure from the ground level and above.

INCURRING COSTS

The Bidder acknowledges and agrees that any expenses or costs it incurs in responding to this bid are part of its ordinary costs of doing business and therefore at its own risk. The City is not responsible or liable for reimbursing the Bidder for any such expense or cost, regardless of whether or not the bid is accepted.

TELEGRAPHIC/ELECTRONIC RESPONSES

Proposal responses sent via electronic devices (i.e. facsimile machines and email) are not acceptable and will be rejected upon receipt.

TERM OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award. Per Section 3-3-7(7) of the General City Code for the City of Birmingham, the proposed contract shall be in effect for a minimum of one (1) year

CONTACTS

Questions regarding procurement should be addressed in writing to Melinda Cunningham, Senior Buyer – Purchasing Division, either by fax: 205-254-2484 or email: melinda.cunningham@birminghamal.gov between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Questions regarding technical aspects should be addressed in writing to Artemus G. Willis, Chief Condemnation and Demolition Coordinator – Department of Planning, Engineering & Permits either by fax: 205-254-2925 or email: artemus.willis@birminghamal.gov between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

ADDENDUMS/ADDENDA

Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until the bid opening date. Addenda will be mailed to only those bidders who were provided a copy in person or by mail.

E-VERIFY- IMMIGRATION ACT COMPLIANCE

Successful Bidder (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended from time to time (the "Act") and that, during the performance of this contract, Bidder shall participate in the E-Verify program as required under the term of the Act. Bidder agrees to comply with all applicable provisions of the Act as a condition for the award of any contract. Bidder also agrees to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for the Bidder under the Agreement in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Bidder shall provide documentation establishing that the Bidder is enrolled in the E-Verify program, or a signed, written statement that the Bidder does not have a presence (one or more employees) in the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. Bidder may submit applicable documentation with his/her Bid or no later than seven (7) working days of receipt of notice of intent to award.

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PERFORMANCE BOND

The successful bidders will be required to furnish a Performance Bond in the amount of \$50,000.00, a Statutory Labor and Material Payment Bond in the amount of \$50,000.00 by a surety company approved and duly authorized to do business in the State of Alabama, and made payable to the City of Birmingham, the value of each is to be good for the life of the contract. Bonds must be presented to the City within ten (10) days of notice of award and prior to the commencement of any work.

The City's standard payment term is Net-30 Days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City's records shall prevail. **The City will not consider any bids requiring C.O.D. payments.**

Bidders will be required to submit a firm per sq. ft. bid price to demolish condemned non-residential structures city wide. Bidder will be eligible for award for demolition of structures city wide. The final award decisions will depend on the bid prices submitted by each bidder and several other factors that will be described in paragraphs 3 and 4 below.

LOCAL PREFERENCE

For purposes of this bid, the City's local preference zone shall be the area within the city limits of the City of Birmingham. The City may award the contract to a resident, responsible bidder located within the local preference zone, a woman-owned enterprise, an enterprise of small business, a minority-owned business enterprise, a veteran-owned business enterprise, or a disadvantaged-owned business enterprise, as authorized by Section 41-16-50, Code of Alabama, 1975.

Bids will be considered only from responsive/responsible sole owners, partnerships, corporations or LLC with a proven record of competent service in the demolition of buildings who can demonstrate a current capability to properly, and in a timely manner, perform the demolition of structures provided. The bidder must be able to provide documentation to demonstrate the entity has been in business, whose primary business being demolition work, for a minimum of three (3) years prior to the date this bid is submitted. The four (4) bidders selected must have submitted a responsive and responsible bid that conforms to this Invitation for Bid. While the bid price will be the primary factor of consideration, other important factors will also be considered to determine whether the bidder is a responsible bidder. If a bidder is determined not to be responsible, they will not receive any awards, regardless of how low their bid may be.

PROPRIETARY DOCUMENTS

Any documents considered proprietary by the Bidder must be clearly marked as proprietary. Documents will be handled in compliance with the rules of the City of Birmingham and the Bid Laws of the State of Alabama.

BUSINESS LICENSE & TAXES

The successful Bidder must submit a current City of Birmingham business license and a certificate from the City of Birmingham showing that no tax delinquency is due at the time of the ITB submission and prior to the formal award of contract. Each Bidder may submit a copy of his/her license and the City of Birmingham no delinquency certificate along with his/her Bid. However, Bidder must provide a copy of his/her current business license and the City of Birmingham no delinquency certificate no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each Bidder's Proposal shall become public information upon the effective date of any resulting contract.

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FORM W-9

Any successful bidder who is not currently set up as a bidder in the City of Birmingham bidder file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)/HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES

Bidder acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the Federal Small Business Administration. The Bidder acknowledges that the City, as a matter of public policy and to the extent allowed under applicable law, encourages participation of minority-owned, women owned and disadvantaged business enterprises to the maximum extent possible and seeks to provide opportunities for and to actively include Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Business Enterprises (HUBE's) which includes architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs. Bidder agrees to reasonably comply with this policy, and to include and retain those firms, contractors and consultants as sub-contractors or participants in other capacities to assist Bidder to complete the service provided pursuant to the Agreement if they are the successful bidder.

NON-DISCRIMINATION POLICY

The City is committed to equal opportunity in solicitations. Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Failure by the Bidder to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate. Bidder's noncompliance with these nondiscrimination clauses, the contract may be canceled, terminated or suspended in whole or in part and Bidder may be declared ineligible for further municipal contracts.

INSURANCE

For the duration of this contract and for limits not less than stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$1,000,000.00 total with a maximum of \$300,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman's compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number (22-16) must appear on any/all copies of the certificate of insurance.

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INVITATION TO BID

INSURANCE (Continued)

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid.

The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

City Additional Named Insured: Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work.

The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

Policies Primary: All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Waiver of Subrogation: Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Contractor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

Proof of Coverage: Before the commencement of services or work hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of bidder's goods and/or services. By acceptance of the City's purchase order(s), the successful bidder agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

After all structures in a group have been completed, including disposal of all structural materials, man-made debris and junk, basements filled, lot leveled to grade, compacted / tracked with equipment, seeded and covered with hay, the bidder shall call the Demolition Section for final Demolition Lot Clean Up inspection.

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INVITATION TO BID

NOTE: Do not contact the inspectors for final Demolition Lot Clean Up inspection until all clearing, hauling, leveling of lot to grade, compacted / tracked with equipment, seeded and covered with hay has been completed.

Bidder must have a purchase order from the City of Birmingham stating the specific address for each structure to be demolished before starting any work under this contract. Any work started by the bidder prior to receipt of a purchase order is at the bidder's own risk and expense. The City will not pay for any work unless a purchase order was issued before the work was initiated.

Indemnification: Bidder(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Bidder, hereafter a Bidder Representative") that arises out of, relates to, results from, or is attributed to any of the following: (a) the performance or failure of a Bidder Representative to perform its obligations hereunder; (b) any conditions in or about the work sites that the Bidder or any Bidder Representative may encounter; or (c) the use or occupancy of the work sites by Bidder or any Bidder Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Bidder to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

SAFETY: The successful bidder ("Bidder") warrants that it has inspected, or will inspect, the work sites before performing the services and work contemplated hereunder ("services"). Bidder(s) further warrants that it has not identified any condition or hazard that will prevent it from performing the services in a manner that does not endanger persons or property. Bidder(s) is exclusively responsible for performing the services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Bidder(s) shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the work sites, or under the care, custody or control of the Bidder(s) or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Bidder(s) further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

BIDDERS ARE NOT ALLOWED TO PLACE CLEARED MATERIAL, MAN-MADE DEBRIS OR JUNK OUT FOR THE PUBLIC WORKS DEPARTMENT TO PICK UP. Bidders are required to provide proof of the number of loads they dumped at an authorized landfill. This proof must be provided along with contractor's invoice for payment.

NOTE: Do not contact the inspectors for final inspection until all clearing, hauling, leveling of lot and seeding covered with hay has been completed. Only Condemnation Inspectors of Planning, Engineering & Permits are authorized to inspect the cleared lots. **No payment will be made to the bidder until all the lots are cleared, debris hauled away, lot leveled, compacted / tracked with equipment and seeded and covered with hay in accordance with the requirements set out herein, and after the applicable inspector's approval.** Turn each completed group in for payment as soon as finished with appropriate weigh tickets. This will expedite the final inspection process. All inspections will be made on a first come, first serve basis.

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Any bidder determined to be dumping or disposing of debris in an illegal manner from any demolition or construction site or maintaining any unauthorized solid waste landfill or dump in violation of federal or state law, Alabama Department of Environmental Management Regulations or City of Birmingham Ordinances will be declared a non-responsible and forfeit all rights to any existing city contracts and will not be considered for future awards for thirty-six (36) months from the date of determination.

Bidders will be required to provide evidence that the sewer was plugged/capped and obtain Demolition permits from Planning, Engineering & Permits Department within twenty (20) days of receipt of purchase order. Failure to comply will result in forfeiture of Performance Bond and contract will be re-awarded.

Any structure that has not been demolished and a repair permit or a demolition permit has been issued for its repair or demolition prior to work being started by the demolition bidder will be cause for the purchase order or any item(s) on a purchase order to be cancelled and made null and void and the City will not pay for the demolition. The City reserves the right to cancel purchase order(s) or remove any structure(s) from a purchase order at any time for any reason. Any questions concerning the location of houses should be directed to the Demolition Section of Planning, Engineering & Permits.

The purchase of the services covered in this Invitation to Bid shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdiction of the courts of the State of Alabama.

Should the contract be terminated for any reason, City reserves the right to re-award the city wide bid to the next low available bidder or to one or more of the remaining contractors for the duration of the contract term at their original bid price or unit price bid, whichever is lower.

It is the City's intent to award city wide to multiple contractors.

SINGLE BID

If a single bid response is received for this ITB, the bid will be rejected in accordance with Title 41-16-50-a-1 of the Alabama Code. The bid will be opened, but **will not** be read publicly. We will proceed with negotiations for a lower price with the rejected Bidder and other Bidders by means of sealed quotes. The rejected Bidder's initial offer will not be disclosed to other Bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City are met.

AWARD

The City shall award this contract to the lowest responsible and responsive bidder who best meets the terms and conditions of this bid. The City will award based on what is in the best interest of the City in compliance with law.

NEGOTIATIONS

The City of Birmingham reserves the right to enter into contract negotiations with the selected Bidder. If the City and the selected Bidder cannot negotiate a successful contract, the City may terminate negotiations and begin negotiation with the next selected Bidder. This process will continue until a contract has been executed or all proposals have been rejected. No Bidder shall have any rights against the City arising from such negotiations.

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TERMINATION OF CONTRACT

This contract may be terminated by the City with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the City shall have the right to immediately terminate the contract and withhold further payments. Should termination occur, the holder of the contract may be declared a "non-responsible bidder" This declaration may result in the rejection of any future bids submitted by the bidder for a period of time to be determined by the City. Such termination shall not relieve the contractor of any liability to the City for damages sustained by virtue of a breach by the contractor.

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the services, item(s) and/or product lines(s) being supplied is/are failing to perform satisfactorily. Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award. Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the Bidder must be included in any fee proposed (Code of Alabama 40-12-222).

PURCHASE ORDERS

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of bidder's goods and/or services. By acceptance of the City's purchase order(s), the successful bidder agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

PRICES

Include transportation (including fuel surcharge, if applicable). all labor, materials, equipment, overhead and profit to complete projects as specified. Bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction. All such costs are to be included in the price bid for each project. City will not pay any additional items of cost listed separately.

CONTRACT ADDITIONS

If mutually agreed upon within twelve (12) months from bid opening date, this bid may be used as the basis for additional services of same type and scope as requested herein

TAX

The City of Birmingham is exempt from all tax. This exemption does not extend to the successful bidder. The successful bidder shall be responsible for payment of all of its applicable Business License taxes, Sales, Use, Lease, Occupational, Income, Ad Valorem and any other tax that may be levied or assessed by reason of this transaction.

PRE-PAYMENTS

No prepayments of any kind will be made prior to awarded project completion.

**CITY OF BIRMINGHAM-PURCHASING DIVISION
P-100 CITY HALL
710 NORTH 20TH STREET
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**MELINDA A CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**AUGUST 13, 2021
ITB# 22-16**

INVITATION TO BID

PAYMENT TERMS

The City's standard payment terms are net 30 days from acceptance. Exceptions may be allowed for discounted early payments, such as 2% 10 net 30 days. The City will not consider any bids requiring C.O.D. payments.

REDUCTION IN COST

Bidder agrees that the City of Birmingham will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; the City will receive the benefit of such reduction on any undelivered portion of contract.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties, and other amounts due the City from the successful bidder.

INVOICING

All invoices must agree with the purchase order in description and price and include the following information:

- 1.) Purchase Order Number
- 2.) Ship to Department Name and Address
- 3.) In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

City of Birmingham
Department of Planning, Engineering & Permits
710 North 20th Street
Room 220
Birmingham, AL 35203

If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the City to process payment.

Invoices that do not reference an authorized Purchase Order will be returned to the bidder.

All bids submitted are to be F.O.B. delivered, City of Birmingham, Birmingham AL 35203.

THIRD-PARTY "REMIT-TO"

If Bidder has a third-party "remit-to" company, that information must appear on the Bidder's response. The City of Birmingham will send payment to the company designated by Bidder on its response, but will not be responsible for resolving payment issues, should the Bidder change payment processing companies after a payment has been mailed or without forty-five (45) days written notification to the Purchasing and Accounting division of The City of Birmingham.

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**AUGUST 13, 2021
ITB# 22-16**

INVITATION TO BID

SPECIFICATIONS

TIME IS OF THE ESSENCE. Due to the condition of the structures, no single contractor will be awarded more groups than he can demolish within 75 working days of the City's notice to proceed (notice to proceed is City's purchase order). Each bidder shall state on the bid form the number of days he will require to complete the demolition of each specific group. Based on this information, the city will not award any one contractor more groups than can be completed within a cumulative total of 75 working days.

EX: Low bidder states 25 days/group completion time on all four (4) groups. Since the maximum allowable total time for completion for the groups awarded to one contractor is 75 working days, this contractor will be awarded three (3) groups (25 days X 3 = 75 days). The other five (5) groups will be awarded to the next low bidder for each remaining group. Each group will be considered a separate single contract in the award process. Any bid submitted for any single group where the total for the group exceeds \$50,000.00 will require the bidder to have a General Contractor's License. The General Contractor's License Number shall appear on the outside of the bidder's sealed envelope and on the bid form in the place provided.

Bids will be considered only from responsive/responsible sole owners, partnerships or corporations with a proven record of competent service in the demolition of buildings who can demonstrate a current capability to properly, and in a timely manner, perform the demolition of structures provided. The bidder must be able to provide documentation to demonstrate the entity has been in business, whose primary business being demolition work, for a minimum of three (3) years prior to the date this bid is submitted.

For the duration of this contract and for limits not less than stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$1,000,000.00 total with a maximum of \$300,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman's compensation coverage in an amount adequate to comply with the statutory requirements. The City's ITB# 22-16 must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid.

The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

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**AUGUST 13, 2021
ITB# 22-16**

INVITATION TO BID

GROUP 1

CON#: CON2018-00313

ADDRESS: 722 NEW HILL PL BR 35020

BUILDING DESCRIPTION: ONE AND HALF STORY WOOD/MASONRY RESIDENCE

LEGAL DESCRIPTION: LOT 6 BLK 2 WENONAH SUB PLAT A

PARCEL ID: 30-25-4-10-21.0 **LOT SIZE:** 61x237

SPECIAL EXCEPTIONS: REMOVE ALL ACCESSORY STRUCTURES; REMOVE ALL CONCRETE; REMOVE ALL DOWN TREES; REMOVE TREES SMALLER THAN 8" IN DIAMETER; REMOVE ALL BRUSH AND DEBRIS; LEVEL LOT TO GRADE; GRASS SEED AND HAY LOT.

CON#: CON2019-00205

ADDRESS: 1842 STEINER AVE 35211

BUILDING DESCRIPTION: ONE STORY WOOD/MASONRY RESIDENCE

LEGAL DESCRIPTION: LOT 15 BLK 3 EUREKA

PARCEL ID: 29-8-4-21-10.0 **LOT SIZE:** 29x120

SPECIAL EXCEPTIONS: REMOVE ALL ACCESSORY STRUCTURES; REMOVE ALL CONCRETE; REMOVE ALL DOWN TREES; REMOVE TREES SMALLER THAN 8" IN DIAMETER; REMOVE ALL BRUSH AND DEBRIS; LEVEL LOT TO GRADE; GRASS SEED AND HAY LOT.

CON#: CON2019-00210

ADDRESS: 2513 SNOAVELY AVE 35211

BUILDING DESCRIPTION: ONE STORY WOOD/MASONRY RESIDENCE

LEGAL DESCRIPTION: LOT 55 NABERS LD CO 2ND ADD TO COLLEGE PARK

PARCEL ID: 29-17-3-21-13.0 **LOT SIZE:** 40x120

SPECIAL EXCEPTIONS: REMOVE ALL ACCESSORY STRUCTURES; REMOVE ALL CONCRETE; REMOVE ALL DOWN TREES; REMOVE TREES SMALLER THAN 8" IN DIAMETER; REMOVE ALL BRUSH AND DEBRIS; LEVEL LOT TO GRADE; GRASS SEED AND HAY LOT.

CON#: CON2021-00055

ADDRESS: 1813 HENRY CRUMPTON DR 35211

BUILDING DESCRIPTION: ONE STORY WOOD RESIDENCE

LEGAL DESCRIPTION: LOT 43 BLK 3 POWDERLY HILLS

PARCEL ID: 29-16-3-9-11.0 **LOT SIZE:** 50x125

SPECIAL EXCEPTIONS: REMOVE ALL ACCESSORY STRUCTURES; REMOVE ALL CONCRETE; REMOVE ALL DOWN TREES; REMOVE TREES SMALLER THAN 8" IN DIAMETER; REMOVE ALL BRUSH AND DEBRIS; LEVEL LOT TO GRADE; GRASS SEED AND HAY LOT.

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**AUGUST 13, 2021
ITB# 22-16**

INVITATION TO BID

GROUP 2

CON#: CON2019-00089

ADDRESS: 1423 AVENUE I 35218

BUILDING DESCRIPTION: ONE STORY WOOD/MASONRY RESIDENCE

LEGAL DESCRIPTION: LOTS 11 & 12 BLK 14-I ENSLEY LAND COMPANYS SECOND ADDITION TO ENSLEY

PARCEL ID: 22-31-4-16-8.0 **LOT SIZE:** 50x130

SPECIAL EXCEPTIONS: REMOVE ALL ACCESSORY STRUCTURES; REMOVE ALL CONCRETE; REMOVE ALL DOWN TREES; REMOVE TREES SMALLER THAN 8" IN DIAMETER; REMOVE ALL BRUSH AND DEBRIS; LEVEL LOT TO GRADE; GRASS SEED AND HAY LOT.

CON#: CON2019-00250

ADDRESS: 4608 10TH AVE WL 35224

BUILDING DESCRIPTION: ONE STORY WOOD RESIDENCE

LEGAL DESCRIPTION: LOT 14 & W ½ LOT 15 BLK 14 RESUR BLKS 13 14 17 & 18

PARCEL ID: 30-2-1-40-3.0 **LOT SIZE:** 70x185

SPECIAL EXCEPTIONS: REMOVE ALL ACCESSORY STRUCTURES; REMOVE ALL CONCRETE; REMOVE ALL DOWN TREES; REMOVE TREES SMALLER THAN 8" IN DIAMETER; REMOVE ALL BRUSH AND DEBRIS; LEVEL LOT TO GRADE; GRASS SEED AND HAY LOT.

CON#: CON2020-00017

ADDRESS: 3519 AVENUE B 35218

BUILDING DESCRIPTION: ONE STORY WOOD RESIDENCE

LEGAL DESCRIPTION: LOT 5 BLK 35-B ENSLEY LAND CO 15TH ADD TO ENSLEY

PARCEL ID: 30-1-3-3-3.0 **LOT SIZE:** 40x130

SPECIAL EXCEPTIONS: REMOVE ALL ACCESSORY STRUCTURES; REMOVE ALL CONCRETE; REMOVE ALL DOWN TREES; REMOVE TREES SMALLER THAN 8" IN DIAMETER; REMOVE ALL BRUSH AND DEBRIS; LEVEL LOT TO GRADE; GRASS SEED AND HAY LOT.

CON#: CON2020-00166

ADDRESS: 828 16TH AVE W 35204

BUILDING DESCRIPTION: ONE STORY WOOD RESIDENCE

LEGAL DESCRIPTION: LOT 15 BLK 74 WALKER LD CO SUB BLKS 72-74 WADE TRACT

PARCEL ID: 22-28-4-1-4.0 **LOT SIZE:** 50x160

SPECIAL EXCEPTIONS: REMOVE ALL ACCESSORY STRUCTURES; REMOVE ALL CONCRETE; REMOVE ALL DOWN TREES; REMOVE TREES SMALLER THAN 8" IN DIAMETER; REMOVE ALL BRUSH AND DEBRIS; LEVEL LOT TO GRADE; GRASS SEED AND HAY LOT.

CON#: CON2020-00117

ADDRESS: 529 AVENUE B PC 35214

BUILDING DESCRIPTION: ONE STORY WOOD RESIDENCE

LEGAL DESCRIPTION: LOT 7 BLK 7 ENSLEY LD CO ADD TO PRATT CITY

PARCEL ID: 22-30-4-11-6.0 **LOT SIZE:** 50x100

SPECIAL EXCEPTIONS: REMOVE ALL ACCESSORY STRUCTURES; REMOVE ALL CONCRETE; REMOVE ALL DOWN TREES; REMOVE TREES SMALLER THAN 8" IN DIAMETER; REMOVE ALL BRUSH AND DEBRIS; LEVEL LOT TO GRADE; GRASS SEED AND HAY LOT.

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**MELINDA A CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**AUGUST 13, 2021
ITB# 22-16**

INVITATION TO BID

GROUP 3

CON#: CON2016-00056

ADDRESS: 16 16TH CT N 35204

BUILDING DESCRIPTION: ONE STORY WOOD RESIDENCE

LEGAL DESCRIPTION: W 48 FT OF LOTS 1+2+3 BLK 13 MELVILLE COURT

PARCEL ID: 22-27-1-14-4.0 **LOT SIZE:** 48x150

SPECIAL EXCEPTIONS: REMOVE ALL ACCESSORY STRUCTURES; REMOVE ALL CONCRETE; REMOVE ALL DOWN TREES; REMOVE TREES SMALLER THAN 8" IN DIAMETER; REMOVE ALL BRUSH AND DEBRIS; LEVEL LOT TO GRADE; GRASS SEED AND HAY LOT.

CON#: CON2020-00172

ADDRESS: 1625 6TH ST N 35204

BUILDING DESCRIPTION: ONE STORY WOOD RESIDENCE

LEGAL DESCRIPTION: S 30S FT OF N 80S FT LOTS 1 & 2 C R COCHRAN SUR SUR-CK S 30 FT OF N 80 FT LOTS 1 & 2

PARCEL ID: 22-26-2-24-10.0 **LOT SIZE:** 30x113

SPECIAL EXCEPTIONS: REMOVE ALL ACCESSORY STRUCTURES; REMOVE ALL CONCRETE; REMOVE ALL DOWN TREES; REMOVE TREES SMALLER THAN 8" IN DIAMETER; REMOVE ALL BRUSH AND DEBRIS; LEVEL LOT TO GRADE; GRASS SEED AND HAY LOT.

CON#: CON2021-00120

ADDRESS: 116 16TH AVE N 35204

BUILDING DESCRIPTION: ONE STORY WOOD RESIDENCE

LEGAL DESCRIPTION: LOT 4 BLK 12 MELVILLE COURT

PARCEL ID: 22-27-1-13-6.0 **LOT SIZE:** 50x155 IRREGULAR

SPECIAL EXCEPTIONS: REMOVE ALL ACCESSORY STRUCTURES; REMOVE ALL CONCRETE; REMOVE ALL DOWN TREES; REMOVE TREES SMALLER THAN 8" IN DIAMETER; REMOVE ALL BRUSH AND DEBRIS; LEVEL LOT TO GRADE; GRASS SEED AND HAY LOT.

CON#: CON2021-00131

ADDRESS: 1317 16TH ST N 35204

BUILDING DESCRIPTION: ONE STORY WOOD RESIDENCE

LEGAL DESCRIPTION: S 41.6 FT OF N 836 FT LOT 4 BLK 21 J M WARE E LINE OF 16TH ST N 124.8 FT S OF INTERSEC OF SD LINE WITH S

PARCEL ID: 22-26-4-22-9.0 **LOT SIZE:** 42x120

SPECIAL EXCEPTIONS: REMOVE ALL ACCESSORY STRUCTURES; REMOVE ALL CONCRETE; REMOVE ALL DOWN TREES; REMOVE TREES SMALLER THAN 8" IN DIAMETER; REMOVE ALL BRUSH AND DEBRIS; LEVEL LOT TO GRADE; GRASS SEED AND HAY LOT.

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**AUGUST 13, 2021
ITB# 22-16**

INVITATION TO BID

GROUP 4

CON#: CON2021-00084

ADDRESS: 116 68TH PL N 35206

BUILDING DESCRIPTION: ONE STORY WOOD RESIDENCE

LEGAL DESCRIPTION: LOT 31 EBERSOLE SUB BLK 11-G

PARCEL ID: 23-15-3-11-20.0 **LOT SIZE:** 60x135

SPECIAL EXCEPTIONS: REMOVE ALL ACCESSORY STRUCTURES; REMOVE ALL CONCRETE; REMOVE ALL DOWN TREES; REMOVE TREES SMALLER THAN 8" IN DIAMETER; REMOVE ALL BRUSH AND DEBRIS; LEVEL LOT TO GRADE; GRASS SEED AND HAY LOT.

CON#: CON2021-00105

ADDRESS: 2040 CEDAR ST 35217

BUILDING DESCRIPTION: ONE STORY WOOD/MASONRY RESIDENCE

LEGAL DESCRIPTION: LOT 21 & E ½ OF LOT 22 BLK 7 CARVER HGLDS

PARCEL ID: 13-33-4-2-47.0 **LOT SIZE:** 65x120

SPECIAL EXCEPTIONS: REMOVE ALL ACCESSORY STRUCTURES; REMOVE ALL CONCRETE; REMOVE ALL DOWN TREES; REMOVE TREES SMALLER THAN 8" IN DIAMETER; REMOVE ALL BRUSH AND DEBRIS; LEVEL LOT TO GRADE; GRASS SEED AND HAY LOT.

CON#: CON2021-00108

ADDRESS: 58 NORWOOD CIR 35234

BUILDING DESCRIPTION: ONE STORY WOOD/MASONRY RESIDENCE

LEGAL DESCRIPTION: P O B 552 FT S SE OF NE INTER 35TH ST N & NORWOOD CIRCLE TH SE 79.6 FT ALG NORWOOD CIRCLE TH NE 79.6 FT TH SW 99.2 FT TO P O B BEING PT LOTS 11 & 12 BLK 10 BHAM RLTY COS 4TH ADD

PARCEL ID: 23-19-3-25-23.0 **LOT SIZE:** 80x100

SPECIAL EXCEPTIONS: REMOVE ALL ACCESSORY STRUCTURES; REMOVE ALL CONCRETE; REMOVE ALL DOWN TREES; REMOVE TREES SMALLER THAN 8" IN DIAMETER; REMOVE ALL BRUSH AND DEBRIS; LEVEL LOT TO GRADE; GRASS SEED AND HAY LOT.

CON#: CON2017-00081

ADDRESS: 4321 46TH ST N 35217

BUILDING DESCRIPTION: ONE STORY WOOD/MASONRY RESIDENCE

LEGAL DESCRIPTION: LOTS 62+63 BLK 4 HUDSON CITY

PARCEL ID: 23-8-4-2-30.0 **LOT SIZE:** 50x100

SPECIAL EXCEPTIONS: REMOVE ALL ACCESSORY STRUCTURES; REMOVE ALL CONCRETE; REMOVE ALL DOWN TREES; REMOVE TREES SMALLER THAN 8" IN DIAMETER; REMOVE ALL BRUSH AND DEBRIS; LEVEL LOT TO GRADE; GRASS SEED AND HAY LOT.

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**AUGUST 13, 2021
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INVITATION TO BID

In order to determine responsibility, each bidder must submit (each section labeled by corresponding alphabet) with his bid the following:

- A. A list of all equipment available to accomplish the demolition of structures.
- B. A list (by name) of all permanent workers currently employed.
- C. The approximate amount of working capital that is available if needed to temporarily rent equipment, hire day laborers, fix broken equipment, pay landfill dumping fees, etc.
- D. A certified check, cashier's check, money order or acceptable bid bond in the name of the bidder made payable to the City of Birmingham in the amount of \$5,000.00.
- E. Copy of Company's City of Birmingham Business License
- F. Copy of Company's Insurance
- G. Copy of Company's E-Verify
- H. Bid Form (Pages 20 – 23)
- I. Signature Page (Page 24)
- J. Debarment Statement / Data Universal Numbering System (DUNS) Requirement (Page 25)
- K. Notarized Affidavit and Warranty (Page 26)

NOTE: All the above information is to be submitted with the bid or the bid may be deemed nonresponsive and may not receive further consideration.

For the twelve (12) month period following receipt of a Notice of Award, each of the bidders who receive an award will be the only bidders allowed to demolish structures previously identified city wide in which they received an award. NOTE: The City reserves the right to use City crews to demolish structure.

Successful bidders shall, at their own expense, furnish all labor, supplies, equipment and machinery necessary to demolish structures in place city wide for which they receive an award. No accessory building is to be left on the site.

Successful bidders shall not assign their award to any other bidder without prior written approval from the City of Birmingham Purchasing Agent. Awards shall not, under any conditions, be assigned to an unsuccessful bidder who was rejected because they were determined to be a non-responsive and/or non-responsible bidder.

Structures must be demolished in place. Successful bidder shall leave parcels of land cleared of all debris, weeds, non-decorative shrubs, and trees on the entire lot of three (3) inches or less in diameter, including abutting alley ways and the area between curb and street. Any abandoned vehicles shall be relocated on the lot as needed to allow for clearing of debris. Abandoned vehicles are not to be removed from the site.

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AUGUST 13, 2021
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INVITATION TO BID

In the demolition of structures the following criteria shall be followed:

- A. The sewer shall be properly plugged and approved by Jefferson County, and/or septic tank and grease traps shall be pumped out by a licensed company that performs these environmental services. A copy of the invoice from the environmental service company along with sewer plug approval documentation shall be provided to the City to document proper disposal of material and plugging of the sewer along with contractor's application for demolition permit. **The specified buildings or structures are to be demolished level with the ground.** All concrete or masonry slabs which constitute all or part of the foundation or floor, driveways and walkways of the buildings or structures shall be removed unless otherwise specified. **All concrete or masonry foundation walls shall likewise be demolished to 8" below ground level and the resulting debris removed from the site.** Fences, stone or masonry walls and other similar type structures shall be removed unless otherwise specified in the special conditions applicable to the particular buildings or structures being demolished. All holes, openings, or basements must be filled to grade level with inorganic material excluding concrete or masonry products. These holes, openings or basements **shall require** inspection prior to being filled.
- Undisturbed section of grass lot shall be cut to a maximum three (3) inches in height. Disturbed section of lot by demolition shall be level to grade, compacted / tracked with equipment, grass seeded and covered with hay. Lot shall require inspection prior to being seeded and covered with hay.
- B. All asbestos required to be removed by EPA Regulation will be abated by a **separate** contract by an asbestos abatement certified contractor prior to the demolition. Asbestos abatement is not included in this bid. Any asbestos containing material discovered during demolition is cause for contractor to immediately stop all demolition until abatement is completed by the City of Birmingham asbestos abatement contractor. The contractor must submit a Notification of Intention to Demolish or Renovate Structure(s) or Equipment Having Asbestos-Containing Material form to the Jefferson County Department of Health Air and Radiation Protection Division.
- C. Disposal of all debris must be done at an ADEM certified landfill. Bidder shall state on bid form the ADEM certified landfill proposed to be used for disposal of any debris originating from sites demolished. **CONTRACTOR MUST SUBMIT WITH HIS/HER INVOICE FOR PAYMENT FOR EACH STRUCTURE DEMOLISHED, ORIGINAL COPIES OF THE WEIGH TICKET(S) FROM THE ADEM CERTIFIED LANDFILL USED FOR DISPOSAL OF THE DEBRIS FROM THE STRUCTURE(S) DEMOLISHED. THIS IS TO DOCUMENT THAT THE DEBRIS WAS DISPOSED OF PROPERLY. THE WEIGH TICKETS MUST DOCUMENT AND REPRESENT THE DISPOSAL OF A TOTAL AMOUNT OF DEBRIS AS MAY BE REASONABLY CALCULATED BY USE OF THE MANUAL OF STEEL CONSTRUCTION FOR CALCULATION FOR STRUCTURES OF THE SIZE AND MATERIAL COMPOSITION OF THE STRUCTURE(S) IN QUESTION. THE WEIGH TICKET DATE (DATE THE TICKET WAS CREATED AND THE MATERIAL WAS DUMPED) MUST CLOSELY APPROXIMATE THE DATE OF THE ACTUAL DEMOLITION OF THE STRUCTURE. CONTRACTOR SHALL WRITE ADDRESS OF STRUCTURE ON THE WEIGH TICKET(S). THE CITY WILL NOT PAY ANY INVOICE WITHOUT DATED WEIGH TICKETS DOCUMENTING THE DATE OF DISPOSAL WHICH APPROXIMATES THE DATE OF THE DEMOLITION OF THE STRUCTURE(S) AND THE PROPER DISPOSAL OF DEBRIS IN AMOUNTS AS STATED ABOVE.**

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INVITATION TO BID

- D. IF AT ANYTIME AFTER AWARD OF A DEMOLITION CONTRACT, THE ADEM CERTIFIED LANDFILL LISTED ON YOUR ORIGINAL BID FORM AS THE DISPOSAL SITE FOR DEBRIS GENERATED FROM THE DEMOLITION HAS AN INCREASE IN DUMPING FEES, THE CITY WILL ALLOW THE CONTRACTOR TO INCREASE THEIR BID PRICE BY THE EXACT AMOUNT OF THE DUMPING FEE INCREASE PER TON TIMES THE ACTUAL TONNAGE OF DEBRIS DUMPED FROM EACH DEMOLITION SITE AS DOCUMENTED BY THE REQUIRED WEIGH TICKETS. BIDDER MUST PROVIDE TO THE CITY ADEQUATE DOCUMENTATION ON ANY SUCH DUMPING FEE PRICE INCREASE PRIOR TO THE CITY PAYING THE PRICE INCREASE.**
- E. BIDDER MUST STATE OR CERTIFY ON BID FORM WHETHER THEY HAVE ANY JUDGEMENTS, CONSENT ORDERS, PENDING ENFORCEMENT ACTION OR LITIGATION REGARDING ILLEGAL DISPOSAL OF SOLID WASTE IN THE STATE OF ALABAMA.**
- F. In demolition of any structure, the contractor shall be responsible for the prevention, control and elimination of excessive amounts of noise, airborne dust, debris or other nuisances emanating from the demolition site. The Director of Planning, Engineering & Permits or his representative may direct certain remedial procedures in the event proper controls are not exercised.
- G. The successful bidder shall be entitled to the salvage value of the buildings or structures demolished; therefore, any bid shall give credit for such values, if any, and shall be a net bid stating the net amount to be paid by the City. There shall be no on-site salvaging of demolition material to cause a delay in the demolition process, salvage material shall be processed off site.
- H. NOTE: The City cannot protect against fire, vandalism, theft or other hazard which may affect the salvage value and makes no warranty in that regard.
- I. Downed/fallen trees anywhere within the property line boundaries are to be removed. Contractor is required to remove tree's stump in an approved and acceptable manner if stump is within the property line boundaries.
- J. Demolition of structures located on an inclined grade will mandate the use of silt screening to control erosion after the surface is graded in accordance with the "Soil Erosion and Sediment Ordinance of the City of Birmingham" as on file in Department of Planning, Engineering and Permits. Graded area is required to be seeded and covered with hay.
- K. If a contractor plugs the sewer and the structure is removed from the contractors List to Demolished Structures for any reason, the City will allow payment in the amount of \$500.00 per sewer plug.
- L. Each structure awarded for demolition will include the building description, legal description, street address, size of the structure and the total cost for the complete demolition as defined by this bid document. No additional cost will be considered or allowed for each given site.

**CITY OF BIRMINGHAM-PURCHASING DIVISION
P-100 CITY HALL
710 NORTH 20TH STREET
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**MELINDA A CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**AUGUST 13, 2021
ITB# 22-16**

INVITATION TO BID

All bids submitted must be accompanied by \$5,000.00 in the form of a cashier's check, certified check or acceptable bid bond (no cash or personal checks) in the name of the bidder and made payable to the City of Birmingham. Failure to provide this bid bond with the bid **will render the bid non-responsive**, and it will receive no further award consideration. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. **Should successful bidder fail to accept the award, the bid bond or check shall be forfeited.**

LAWS AND REGULATIONS

By submitting a response to this bid, the Bidder acknowledges that the City requires all bidders and contractors doing business with the City to comply with all applicable federal, state and local laws, including those which prohibit discrimination against any person on the basis of race, age, color, religion, sex, ancestry, disability, or national origin.

GOVERNING LAW/DISPUTE RESOLUTION

Contract award to purchase the service covered in this Bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdiction of the courts of the State of Alabama.

PROHIBITION AGAINST BOYCOTTING

By signing this contract the Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

GUARANTEE

Bidder certifies by bidding, that he is fully aware of the conditions of service purpose for which the maintenance/services contract included in this bid is to be purchase, and that his offering will meet these requirements of service and purpose to the satisfaction of the City of Birmingham and its Agent.

GENERAL

The City expressly reserves the right to reject any and all bids submitted and bidders determined to be non-responsive or non-responsive.

Melinda A. Cunningham
Senior Buyer

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Submitted below is my firm bid for annual contract demolition and clearing the premises of debris, for the City of Birmingham, in accordance with the invitation to bid and specifications dated AUGUST 13, 2021. I understand that my company's address as I have furnished on this bid form, is the address that will be used by the City for any and all correspondence with me unless and until the City is notified in writing of a change. Prices quoted are f.o.b. Birmingham, AL delivered and I am bidding in accordance with specifications except as listed below.

GROUP 1 (BIDDER MUST PROVIDE COMPLETION TIME FOR EACH GROUP.)

722 NEW HILL PL BR 35020	\$
1842 STEINER AVE 35211	\$
2513 SNAVELY AVE 35211	\$
1813 CRUMPTON DR 35211	\$
GROUP 1 GRAND TOTAL	\$

GENERAL CONTRATOR'S LICENSE NO. COMPLETION TIME

I will use _____ (ADEM CERTIFIED LANDFILL) for disposal of all debris generated by the performance of this contract.

Bidder/Offeror must state or certify the following regarding illegal disposal of solid waste in The State of Alabama:

- A.) ☐ Have ☐ Have Not any Judgement(s);
- B.) ☐ Have ☐ Have Not any Consent Order(s) ;
- C.) ☐ Have ☐ Have Not any Pending Enforcement Action(s);
- D.) ☐ Have ☐ Have Not any Litigation.

Should you have any action(s), documentation must be submitted with your bid response providing information on each action(s).

The City of Birmingham reserves the right to verify provided certification with appropriate State agencies.

NAME OF YOUR COMPANY _____

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GROUP 2 (BIDDER MUST PROVIDE COMPLETION TIME FOR EACH GROUP.)

1423 AVNEUE I 35218	\$
4608 10 TH AVE WL 35224	\$
3519 AVENUE B 35218	\$
529 AVENUE B PC 35214	\$
828 16 TH AVE W 35204	\$
GROUP 2 GRAND TOTAL	\$

GENERAL CONTRATOR'S LICENSE NO. COMPLETION TIME

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GROUP 3 (BIDDER MUST PROVIDE COMPLETION TIME FOR EACH GROUP.)

16 16 TH CT N 35204	\$
1625 6 TH ST N 35204	\$
116 16 TH AVE N	\$
1317 16 TH ST N 35204	\$
GROUP 3 GRAND TOTAL	\$

GENERAL CONTRATOR'S LICENSE NO. COMPLETION TIME

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GROUP 4 (BIDDER MUST PROVIDE COMPLETION TIME FOR EACH GROUP.)

4321 46 TH ST N 35217	\$
116 68 TH PL N 35206	\$
2040 CEDAR ST 35217	\$
58 NORWOOD CIR 35234	\$
GROUP 4 GRAND TOTAL	\$

GENERAL CONTRATOR'S LICENSE NO. COMPLETION TIME

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AUGUST 13, 2021
ITB# 22-16

SIGNATURE PAGE

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority - and women - owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

EXCEPTION TO SPECIFICATIONS: (use extra pages if necessary)

Bidder acknowledges receipt of _____ addenda(s).
(addenda numbers)

This page must be returned with bid.

DUNS # _____

Date of Bid

Name (Print legibly or Type)

Company

Title

Street Address

Signature

City State Zip

Tax ID Number

Post Office Box

E-Mail Address

City State Zip

Telephone Number

Terms of Payment

Fax Number

Delivery Date

Cell Phone

IF AVAILABLE, PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. **BID AWARD NOTICE ADDRESS** _____
2. **PURCHASE ORDER ADDRESS** _____
3. **REMITTANCE ADDRESS (and name if different than above)** _____

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DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

- a) ☐ Are ☐ Are Not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) ☐ Have ☐ Have Not within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) ☐ Are ☐ Are Not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
- d) ☐ Have ☐ Have Not within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT

All organizations responding to solicitations must provide their nine digit Data Universal Number System (DUNS) number on the signature page within this document. Submissions which do not include the organization's DUNS number may be deemed nonresponsive. DUNS numbers must be provided before an award can be made to facilitate System Award Management (SAM) certification <https://www.sam.gov/portal/SAM/#1> Companies that do not have a DUNS number may visit <https://www.sba.gov/federal-contracting/contracting-guide/basic-requirements> for more information. *The City of Birmingham does not provide DUNS numbers.*

Vendor Authorized Signature

Date

Typed or Printed Name

Bid No.

DUNS Number

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NOTARIZED AFFIDAVIT AND WARRANTY:

The bidder warrants that the bid submitted is not made in collusion with any other bidders, or in the interest of or on behalf of an undisclosed party; that the bidder has not, directly or indirectly, induced any other bidder to put in a sham bid or to refrain from making a bid; and that bidder has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the bid for the privileges provided in this invitation. All the information contained in the bid may be relied upon by the City of Birmingham in awarding demolition services, and everything contained herein is warranted by the bidder to be true.

DATE

NAME OF COMPANY

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

NOTARY PUBLIC

MY COMMISSION EXPIRES